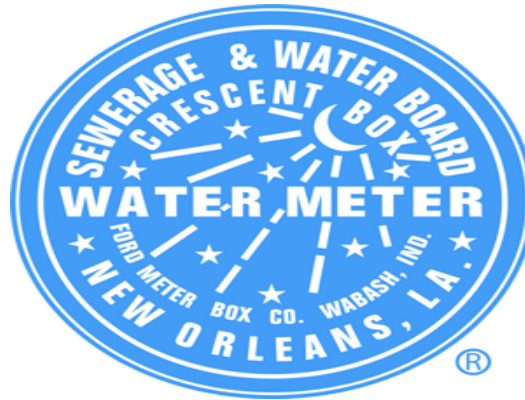


ISSUED TO _____

DATE _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS



INVITATION TO BID SODIUM HYPOCHLORITE

REQ. NO. AL210054 & CM210070

PROPOSALS TO BE RECEIVED
11:00 A.M., LOCAL TIME, DECEMBER 30, 2021

SEWERAGE AND WATER BOARD OF NEW ORLEANS

SPECIFICATIONS AND FORM OF PROPOSAL

INVITATION TO BID

SODIUM HYPOCHLORITE

REQUISITION NO. AL210046 and CM210070

- (1) Sealed proposals will be received by the Sewerage and Water Board of New Orleans, at the office of its Purchasing Agent, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, up to 11: 00 O' Clock A.M., and read at 11:30 A.M., on December 30, 2021 and publicly opened immediately thereafter, for furnishing:

SODIUM HYPOCHLORITE

in accordance with the following specifications and as called for in the Form of Proposal any proposal received after that time will be returned "unopened."

INFORMATION FOR BIDDERS

- (2) All proposals must be delivered to the Purchasing Agent of the Sewerage and Water Board, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, no later than 11:00 a.m. local time, of the date set for the opening of proposals, and any proposal received after that time will be returned unopened. Only one proposal must be placed in each envelope: the envelope must be sealed and addressed to the SEWERAGE AND WATER BOARD OF NEW ORLEANS, and must be marked plainly on the outside, "PROPOSAL FOR SODIUM HYPOCHLORITE"

Bid Openings will continue to occur by the Sewerage and Water Board of New Orleans but Public attendance of these can only be done via teleconference. The teleconference information is as follows:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 504-224-8698,,494540445#](#) United States, New Orleans

Phone Conference ID: 494 540 445#

All proposals must be made upon the form embodied in these specifications, this form must not be detached from the specifications and when accepted by the Sewerage and Water Board, the same shall constitute the contract.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

THE ENTIRE SPECIFICATION MUST BE PRINTED AND SENT IN AS YOUR BID.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

Inquiries are to be directed as follows:

TO: Shelita Sells

BY: email: ssells@swbno.org

The SWBNO Shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our departments. The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by 11:00 a.m. on December 23, 2021.

- (3) A Cashier's check or a certified check made payable to the Sewerage and Water Board of New Orleans or a bid bond acceptable to the Sewerage and Water Board must be enclosed with each proposal, and no proposal will be considered which does not comply with this requirement. Said bid bond shall be written in the same name of the party, firm or corporation offering the proposal. The amount of this deposit or bid bond shall be five percent (5%) of the total amount of the proposal.
- (4) The deposit(s) or bid bond(s) called for in Paragraph No. 3 above will be retained by the Sewerage and Water Board as the property of the Bidder(s) until the Contract is awarded or all proposals are rejected. Upon award of the Contract, the deposit(s) or bid bond(s) of all bidders other than the lowest two (2) formal bidders will be returned. The return of the deposit or bid bond of the bidder to whom the contract is awarded is conditioned upon his signing the Contract and furnishing surety as called for in Paragraph No. 5, within ten (10) days after notification of award by the Executive Director of the Sewerage and Water Board. The Contract shall be executed, and surety furnished by the successful Contractor or his authorized representative in the office of the Special Counsel of the Sewerage and Water Board, Room 201, within the time specified above. The deposit or bid bond of the next lowest bidder will be returned as soon as the Successful Bidder has executed his Contract and furnished bond. If all proposals are rejected, all deposits and bid bonds will be returned immediately.
- (5) The said bond shall be executed by a Surety company legally authorized to do business in the State of Louisiana, satisfactory to the Sewerage and Water Board, in the full amount of the Contract. Should the bidder to whom the Contract is awarded fail to appear within the specified period and execute the aforesaid Contract and Bond as herein set forth, his deposit or bid bond shall be forfeited and shall become the property of the Sewerage and Water Board as liquidated

damages, and the said bidder shall cease to have any further rights to or in the Contract. The Sewerage and Water Board may then proceed to advertise for new proposals or to award the Contract to the next lowest bidder.

- (6) Each proposal shall contain the full name and address of each person interested therein, if made by an individual, firm or co-partnership. If made by a corporation, it must be signed in the name of the corporation by a duly authorized officer or agent thereof, who shall also subscribe his own name and office. If possible, the seal of the corporation must be affixed.
- (7) Any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and shall be void and unenforceable as contrary to public policy. Any person whose conviction causes the nullity of the contract as provided shall be responsible for payment of all costs, attorneys' fees, and damages incurred in the rebidding of the contract.
- (8) Prices bid in the proposal must be written in full in words and also in figures; if there is a difference between the words and the figures in any price bid, the price written in words will be considered to be the true bid.
- (9) Erasures or other changes in the Bid Prices must be initialed by the Bidder.
- (10) Proposals from any person, firm or corporation in default upon any contract with the Sewerage and Water Board will neither be received nor considered. Any proposal which does not fully comply with all of the provisions of the "Information for Bidders" and the "Technical Specifications" will be considered informal and may be rejected.
- (11) Firm proposals are desired, and no proposal containing an escalator clause will be considered, unless the terms and limits of escalation are clearly defined. The Sewerage and Water Board reserves the right, in case of a proposal providing for a price escalation, to add the maximum price escalation to the bid price, for the purpose of comparison of proposals only.
- (12) Permission will not be given to withdraw, alter or add to any proposal after the final time set for the receipt of sealed proposals.
- (13) Proposals will not be received from any person or party in default upon any contract with the Sewerage and Water Board; and any proposal which does not fully comply with all of the provisions of the "Information for Bidders" and the "Specifications" will be considered informal and may be rejected.
- (14) Price bid in the proposal must be written in full in words and also, in figures; if there is a difference between the words and figures in any price bid, the price written in words will be considered to be the true bid.

NOTE: ERASURES OR OTHER CHANGES IN THE BID PRICE MUST BE INITIALED BY THE BIDDER.

- (15) As of September 1, 1991, the Sewerage and Water Board is exempt from all Local, State sales and usage taxes. The Board will not reimburse any vendor for any Local, State or Usage Taxes paid.
- (16) If two or more proposals are received, equal in amount and lower than any other proposal the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. Preference will be given to home Contractors, all conditions being equal.
- (17) In the event a manufacturer or their representative should submit a Bid that does not conform to the Specifications, he shall state in a signed letter attached to the Proposal, a detailed statement outlining specifically where their product(s) deviates from the Specifications. Printed matter may not be substituted for the above. Absence of such a letter shall be construed that the product(s) bid does meet the specifications.
- (18) In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.
- (19) The Contract will be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more proposals are received, equal in amount and lower than any other proposal, the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. All other conditions being equal, preference will be given in accordance with Act 318 of 1958, which is described within these specifications.
- (20) The Sewerage and Water Board reserves the right to reject any and all bids or proposals for just cause. The Board may waive informalities in the lowest bid or proposal and accept that bid or proposal if doing so would be in the Board's best interest.
- (21) The Sewerage and Water Board reserves the right to order at the unit prices bid a quantity exceeding the approximation to the extent of one hundred percent (100%) and agrees to order and pay for at least ten percent (10%) of the quantities approximated.
- (22) The unit prices bid and contracted shall cover the requirements of the Sewerage and Water Board of New Orleans for a period of one (1) year, with an additional one (1) year renewal option. If requested by the Contractor and approved by the Board, the renewal option would be for a period of one (1) year, **with all terms and conditions of the original specifications remaining unchanged during the renewal term.**
- (23) The initial contract period will begin on March 1, 2022 and cover the requirements of the Sewerage and Water Board through February 28, 2023. The contractor shall be prepared to begin shipments at such a time as will allow the commodity bid to reach the Sewerage and Water Board facilities by March 1, 2022. The renewal term option, if exercised by the Board, would begin on March 1, 2022, and cover the requirements of the Sewerage and Water Board

through February 28, 2023.

- (24) Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the contractor shall submit a proposal to the Board, (to the address specified in Paragraph 1, herein) specifying whether or not the contractor intends to renew the contract with all terms and conditions of the original contract remaining unchanged for the renewal term. After evaluating the proposal and any documentation, the Sewerage and Water Board will have the option to accept this proposal for the additional one (1) year term, or to reject this proposal and open the contract for public bid if doing so would be in the best interest of the Board.
- (25) Act 1029 of the 1991 Regular Legislative Session exempts the Sewerage and Water Board from all City and State sales and use taxes. The Sewerage and Water Board will not reimburse any contractor/vendor for any such taxes.
- (26) In case of failure on the part of the Contractor to make deliveries as required by the Board, and failure on his part to prove delivery to the carrier of the amounts so required and if such failure of delivery on the part of the Contractor shall result in endangering the proper operation of its facilities, then the Sewerage and Water Board shall have the right to place the Contractor in default and if necessary to purchase its commodity requirements in the open market, and any difference in the cost to the Sewerage and Water Board of the materials so purchased, over and above, the price bid by the Contractor shall be charged to the Contractor, and the Sewerage and Water Board will retain the same from any monies due or to become due the Contractor. Contractors placed in default shall be precluded from bidding on any future requirements of the Sewerage and Water Board. It is understood, however, that the requirements of this paragraph shall not be enforced if it can be shown that failure of delivery was caused by strikes in the Contractor's plant or other causes beyond the control of the Contractor.
- (27) All bids shall remain firm for a period of seventy-five (75) days after the date of bid opening. The proposal submitted by the Lowest Bidder will be tentatively selected within 45 days by the Sewerage and Water Board at its regular monthly meeting following the opening of bids provided that the lowest bid is acceptable to the Sewerage and Water Board.

ACT 318 of 1958

- (28) Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or to (2) Products produced (or) grown (or) manufactured in the State.

Before any bill for supplies shall be paid to any nonresident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions, including franchise taxes, privileges taxes, sales taxes and all other taxes for which it is liable to the State and its political subdivisions.

(29) **RIGHT TO AUDIT**

The Board shall have the right to audit by its personnel or its authorized representative, at all reasonable times, any and all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

(30) **INSURANCE**

The Vendor shall maintain at his own expense and in good standing, such insurance as will protect himself, the Sewerage and Water Board of New Orleans (the Board), the City of New Orleans (the City), their officers, officials, employees, boards, commissions, and volunteers, as well as any sub-contractors, including any subcontractor performing shipping and delivery as a part of this transaction, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insureds" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Vendor, any subcontractors, and their insurers shall agree to waive all rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

In general, insurance is to be placed with insurers with an A.M. Best's rating of A-: V, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon the request from the contractor.

The contractor shall furnish the Sewerage and Water Board of New Orleans with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserves the rights to require complete, certified copies of all required insurance policies at anytime.

The following are the types of Insurance policies and the minimum limits of insurance coverage which shall be maintained by the Contractor during the entire term of this Contract:

NOTE: Minimum limits must be received unless prior approval is received by the Purchasing Agent. These minimum limits may be reached by combining a required primary policy limit with an umbrella policy limit. This combination of policy limits must meet the \$1,000,000 commercial general/ automobile/ employers liability/ umbrella requirement.

- (a) **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/ policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor workers' Act, and shall also include protection for injuries and/ or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- (b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- (c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/ or death resulting from any one occurrence.

In addition, the Vendor shall be required to furnish the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigate reports with regard to any and all claims filed with the Vendor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Sewerage and Water Board of New Orleans for the Vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Vendor of his responsibility for losses not covered by insurance. Prior to the signing of the contract,

evidence of all applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Sewerage and Water Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Vendor and/ or his insurer shall notify the Risk Manager of the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In event the Vendor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Vendor and any expenditure incurred by the Board for this coverage will be deducted from any balance due to the Vendor. Should the Board be unable to secure new coverage to take the place of the expired or canceled policy or policies, a "stop work" order will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases. Should the Vendor fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, then in such case the Vendor shall be declared to be in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Vendor and his surety.

If this transaction requires the Vendor or any sub-contractor's employees to enter Sewerage and Water Board facilities or job sites, a senior employee of the contractor will review the Sewerage and Water Board Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board Facilities. This Notice is included as a part of the specifications for this contract.

If this transaction involves the delivery of hazardous materials, the Vendor shall ensure that he or any deliverer is at all times in compliance with CFR49, Parts 100-177. The Vendor shall also ensure that the manufacturer maintains product liability insurance for any commodity involved in this transaction which, if defective, could cause bodily injury and property damage. The Vendor, any and all subcontractors, and all insurers shall agree to waive all rights of subrogation in favor of the Sewerage and Water Board of New Orleans as a condition of the required insurance.

(31) **INDEMNIFICATION**

To the fullest extent permitted by the law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees, representative and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to, loss of property or life or personal injury during the performance of this contract, growing out of, resulting from, or by reason of any act or omission by the Vendor, its agents or employees.

The Vendor shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or materials furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to workers' compensation or any other benefits payable by or on behalf of the vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

(32) **WORKERS' COMPENSATION**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1021(6). That its' employees shall not be considered employees of the Board for workers' compensation coverage, and that the Board shall not be liable to the Vendor or its employees for any workers' compensation benefits or coverage.

(33) **EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1472(12)(E), that neither the Vendor nor any one employed by the Vendor shall be considered an employee of the Board for the purpose of unemployment compensation coverage.

(34) **POLICY TO ENHANCE THE USE
OF
DISADVANTAGED BUSINESS ENTERPRISE (DBE) VENDORS**

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at www.swbno.org, or link to https://www.swbno.org/business_disadvantagedbusinessprogram.asp

(35) **TECHNICAL SPECIFICATIONS**

These specifications are for furnishing sodium hypochlorite solution for use in the treatment of potable water. It is the intention of the Board to accept bids only from vendors or manufacturers whose sodium hypochlorite conforms to AWWA Standard B300, and is certified as suitable for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects.

(36) **SHIPMENT DELIVERY REQUIREMENTS**

Normal delivery must be made between the hours of 8:00 A.M. and 2:00 P.M. unless other arrangements are made with the Water Purification Operator 4 at the delivery site. Truck drivers making deliveries shall notify Plant Personnel of their arrival, and shall not connect to the Board's storage tanks or other facilities until authorized by a representative of the receiving facility. At least 24 hours notice prior to delivery must be made for Board personnel to prepare to receive a shipment.

- (37) Tank truck shipments shall be approximately 4,000 gallons of sodium hypochlorite solution. It is expected that sodium hypochlorite tank truck deliveries shall be required daily at the Carrollton Plant and every five to seven days at the Algiers Plant. Delivery frequency will vary seasonally. The Contractor must be prepared to deliver shipments of this quantity upon twenty four (24) hours notice, seven (7) days a week, three hundred and sixty five (365) days a year. Any charges associated with weekend or holiday deliveries will be for the account of the Contractor.
- (38) Shippers shall provide the necessary properly sized equipment, such as air compressors or pumps, to unload their product into the Board's storage tanks within the "free" time as regulated by the I.C.C. Approximately forty (40) feet of transfer hose is needed to reach the Board's tanks from the Shipper's trailer-tank. Demurrage due to the Shipper's inability to quickly and properly unload the product into the Board's tanks will not be for the Board's account. Any demurrage or detention charge invoices received by the Board will be forwarded to the Contractor, unless such charges result from delays directly accountable to the Board.
- (39) Documentation shall be submitted with each shipment identifying it as to product, grade, assay, net weight, name of manufacturer and brand name. All shipments shall conform to current I.C.C. regulations. A laboratory analysis must also accompany all deliveries specifying the percent sodium hypochlorite, percent available chlorine, percent free alkali, and specific gravity in the product delivered.
- (40) The Contractor shall furnish the Sewerage and Water Board with the printed tickets from a public weighing scale showing the weight of the delivery vehicle empty, and also weight after being loaded with product. If the Contractor has a certified scale, printed tickets from this scale will be accepted. The cost of weighing shall be at the expense of the Contractor.

(41) QUANTITY REQUIREMENTS

The unit price bid shall be based on furnishing and delivering sodium hypochlorite solution, F.O.B., to the following locations: Carrollton Water Plant, Chemical Building, 8800 S. Claiborne Avenue, New Orleans, Louisiana and Algiers Water Plant, 900 Lamarque St., New Orleans, Louisiana.

- (42) The total price bid is for furnishing and delivering, F.O.B., the quantity of sodium hypochlorite product containing three million (3,000,000) pounds of available chlorine.

(43) CHEMICAL AND PHYSICAL REQUIREMENTS

The sodium hypochlorite to be supplied as specified herein shall contain no substances or impurities in quantities capable of producing deleterious or injurious effects on the health of those consuming potable water that has been properly treated with sodium hypochlorite.

- (44) The sodium hypochlorite to be furnished must contain between one hundred fifteen and one hundred twenty-five (115 – 125) grams per liter available chlorine, and must conform to the current version of AWWA Standard B300. The sodium hypochlorite product must also have been tested and certified as suitable for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects.

- (45) A typical analysis of the product to be furnished must be submitted in the space provided in these specifications. All sampling and analysis procedures shall be conducted in accordance with AWWA Standard B300. A published product data sheet describing the product to be furnished shall also be submitted if available.

(46) BASIS FOR REJECTION

Proposals shall be rejected if received from Contractors whose sodium hypochlorite does not comply with the Board's requirements as described in the section labeled Chemical and Physical Requirements of these specifications.

(47) SPECIAL PROVISIONS

All bidders must furnish the following information in the space provided for in this proposal:

- a) the manufacturer's name and address
- b) the point of shipment
- c) the location and capacity of the manufacturing facility
- d) the storage capacity at the point of shipment
- e) the "Standard Transportation Commodity Code" (STCC number) for the product
- f) a typical analysis of the material to be furnished
- g) the acknowledgement of receipt of addenda, if issued

(48) VOLUNTARY EXTENSIONS OF THE AWARD

If this bid is determined to be the lowest responsive and responsible bid, Bidder agrees to bid extensions of the award date by up to two (2) thirty-day periods in accordance with the provisions of Louisiana Revised Statute, Title 38, Section 2215 (A).

Agreed:

Name of Bidder
(type or print)

Signature of Bidder

Company Name

PROPOSAL

(49) MADE BY _____

ADDRESS _____

CITY, STATE AND ZIP _____

DATE _____

____ do hereby declare that _____ the only person (____) interested in this proposal and that no other person than the one _____ herein named has _____ any interest herein or in the contract proposed to be taken; that it is made without any connection with any person or persons making proposal for the same material, and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans of the several Boards thereof, who are by law excluded from participation herein, are directly or indirectly interested herein or in furnishing the material to which it relates or in furnishing bond or in any portion of the profits hereof. And _____ do further declare that _____ have carefully examined the annexed specifications and hereby propose to furnish Sodium Hypochlorite called for in the specifications and in the manner and under the conditions required at prices stated herein, which are words and figures as follows:

- (50) Furnishing and delivering a quantity of sodium hypochlorite equal to three million (3,000,000) pounds of available chlorine, F.O.B., Carrollton and Algiers Water Plants

FOR THE UNIT PRICE (per pound) OF _____

_____ DOLLARS (\$_____)

TOTAL FOR 3,000,000 pounds.. (\$_____)

AFFIDAVIT

- (51) In accordance with Louisiana Revised Statute 38:2227 the following affidavit shown on the next page must be submitted with the bid. Failure to do so will render the bid non-responsive. **Please note, THE AFFIDAVIT MUST BE NOTARIZED.**

**AFFIDAVIT
STATE OF LOUISIANA
PARISH OF ORLEANS**

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared _____ who after being duly sworn, did depose and say as follows:

1. He/she is the _____ (title) of _____ (company);
2. He/she has not been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
3. The contracting entity, person or corporation whose principal(s), member(s), and /or Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification or destruction of public records; (City Code Section 2-8)
4. The following is a list of individual partners, incorporators, directors, managers, officers, organizers, or members who have a minimum ten percent interest ownership interest in the bidding entity:
_____(name) _____(name)
_____(name) _____(name)
_____(name) _____(name)

5. No other persons hold an ownership interest in the bidding entity via a counter letter.
6. None of the above named individual partners, incorporators, directors, managers, officers, organizers, or members, who has a minimum ten percent interest ownership in the bidding entity, been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
7. He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the Sewerage and Water Board. (City Code Section 2-8)

The following sections apply only to Public Works Contracts:

8. In accord with LA Revised Statute 38:2212.10 the entity represented herein is registered and participates in the "Status verification system" of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), known as the "E-Verify" program to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
9. The entity represented herein shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
10. The entity represented herein shall require all subcontractors to submit to the contractor a sworn affidavit verifying compliance with the Status verification system.

WITNESSES:

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____ 20____.

**NOTARY PUBLIC
No.)**

(Print Notary Name and Notary Id. No. or Bar Roll

(52) **SPECIAL INFORMATION REQUESTED IN SPECIFICATIONS:**

MANUFACTURER_____

—

ADDRESS_____

CITY, STATE, AND ZIP CODE_____

POINT OF SHIPMENT:

LOCATION AND CAPACITY OF MANUFACTURING FACILITY:

STORAGE CAPACITY AT POINT OF SHIPMENT _____ TONS

STANDARD TRANSPORTATION COMMODITY CODE _____

(53) Sodium Hypochlorite Typical Analysis

Percent sodium hypochlorite	_____ % by weight
Percent available chlorine	_____ grams per liter
Insoluble matter	_____ % by weight
Free alkali (as NaOH)	_____ % by weight
Specific gravity	_____ lbs/gal

- (54) _____ enclose with this proposal a _____ as required in the amount of five percent (5%) of the total amount of the proposal of \$_____ made payable to the Sewerage and Water Board of New Orleans, which _____ hereby forfeit as liquidated damages to the Sewerage and Water Board, in event of failure to enter into a contract with good and solvent bond for the full amount of the contract in a surety company legally authorized to do business in the State of Louisiana and acceptable to the Sewerage and Water Board.

(55) **IF BIDDER IS A CORPORATION, FILL OUT THE FOLLOWING:**

NAME OF PRESIDENT _____

NAME OF SECRETARY _____

THE NEW ORLEANS OR NEAREST REPRESENTATIVE: _____

NAME _____

ADDRESS _____

CITY, STATE, AND ZIP CODE _____

TELEPHONE NUMBER(S) _____
normal emergency

(56) We _____ (have/have not) taken exception to these Specifications.

(57) In the event of possible price escalation, we certify that the final delivery price will not exceed _____ dollars.

Terms and Limits of Escalation: _____

Conditions and Timeline for Implementation of Escalation: _____

(58) **ADDENDA**

The below signed acknowledges receipt of the following addenda.

NO. _____ DATED _____

NO. _____ DATED _____

NO. _____ DATED _____

(59) **SIGNATURE OF BIDDER**

_____ hereby certify that _____ have received, read, and understand the attached Sewerage and Water Board Safety Orientation Notice and will comply with all provisions thereof, and will deliver the materials and/or services as specified herein at the quoted price and delivery time.

NAME _____
(PLEASE PRINT)

TITLE _____

ADDRESS _____

CITY, STATE, AND ZIP CODE _____

TELEPHONE _____
(normal) (emergency)

SIGNATURE _____